

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES
PARCEL RETURN SERVICE CONTRACT 18 (MC2020-
128)
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2020-135

**USPS NOTICE OF AMENDMENT TO
PARCEL RETURN SERVICE CONTRACT 18,
FILED UNDER SEAL
(December 23, 2022)**

The Postal Service hereby provides notice that the terms of Parcel Return Service Contract 18, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Parcel Return Service Contract 18 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

The Postal Service is also filing supporting financial documentation and a certified statement as required by 39 C.F.R. § 3015.5. The certified statement required by 39 C.F.R. § 3015.5(c)(2) is provided in Attachment B. A redacted version of the supporting financial documentation is included with this filing as a separate Excel file. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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December 23, 2022

ATTACHMENT A
REDACTED AMENDMENT TO
PARCEL RETURN SERVICE CONTRACT 18

AMENDMENT #1
OF
SHIPPING SERVICES CONTRACT
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
[REDACTED]
REGARDING
PARCEL RETURN SERVICE

WHEREAS, the United States Postal Service (the “Postal Service”) and [REDACTED] (“Customer”) entered into a Shipping Services Contract, Parcel Return Service Contract 18/Docket No. CP2020-135 regarding Parcel Return Service on April 3, 2020.

WHEREAS, the Parties desire to amend the terms in Sections I.B, I.L, III and V, and replace Tables 1 through 5 in Section I.J of the Contract

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective three (3) business days following the day on which the Commission issues all necessary regulatory approval.

[Amend Sections I.B, I.L, III and V, and Tables 1 through 5 in Section I.J of the Contract, as follows.]

I. Terms

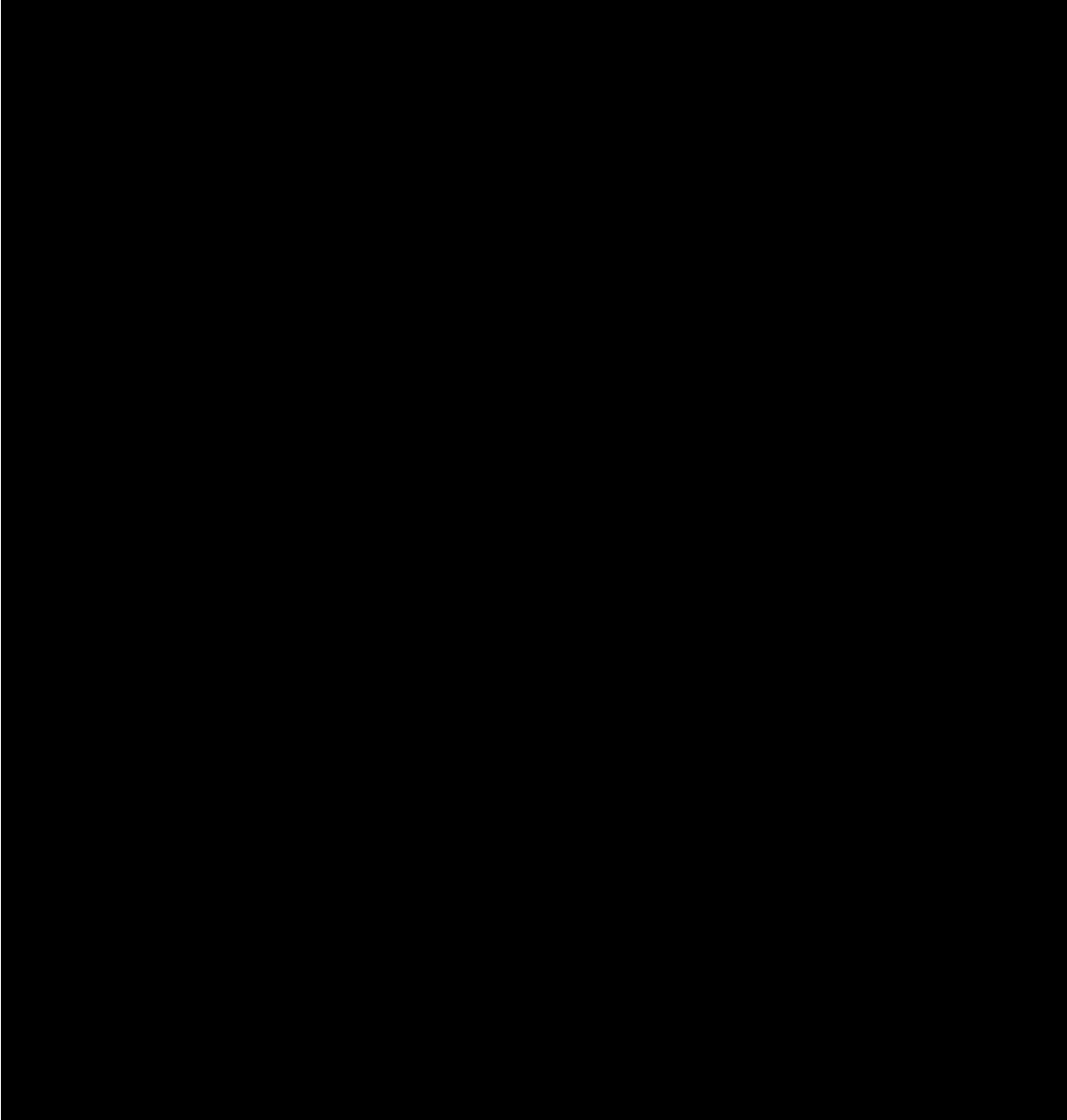
B. This Contract applies to Customer’s Parcel Return Service (“PRS”) packages (also identified interchangeably as “parcels” or “pieces”), excluding packages originating from and/or addressed to ZIP Codes contained in Table A below (collectively, “Contract Packages”), as follows:

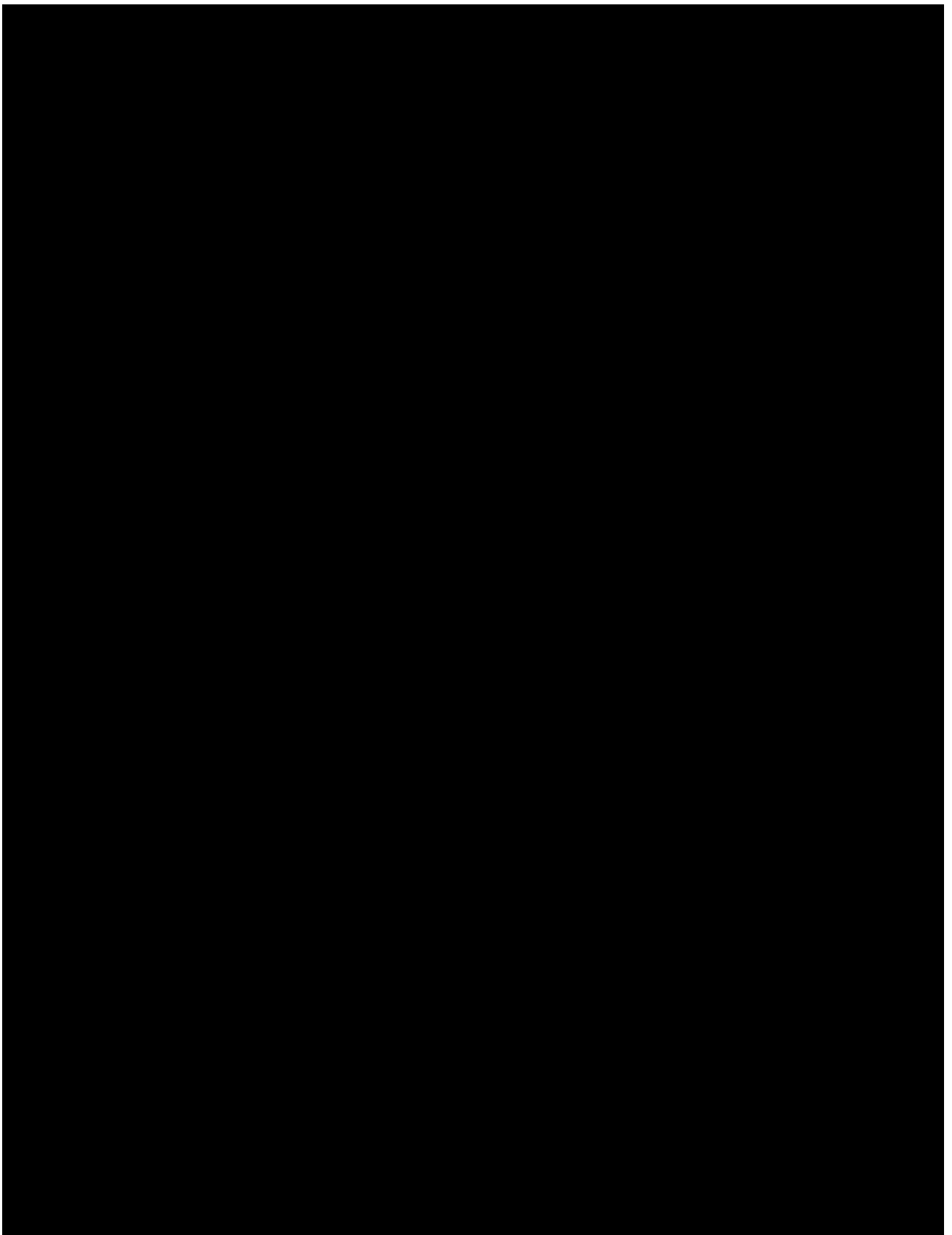
1. Regional Processing Facilities (“RPFs”), formerly Return Sectional Center Facility (“RSCF”)¹, machinable packages weighing up to [REDACTED];
2. RPF nonmachinable packages weighing up to [REDACTED];
3. Return Delivery Unit (“RDU”) machinable packages weighing up to [REDACTED]; and
4. RDU nonmachinable packages weighing up to [REDACTED].

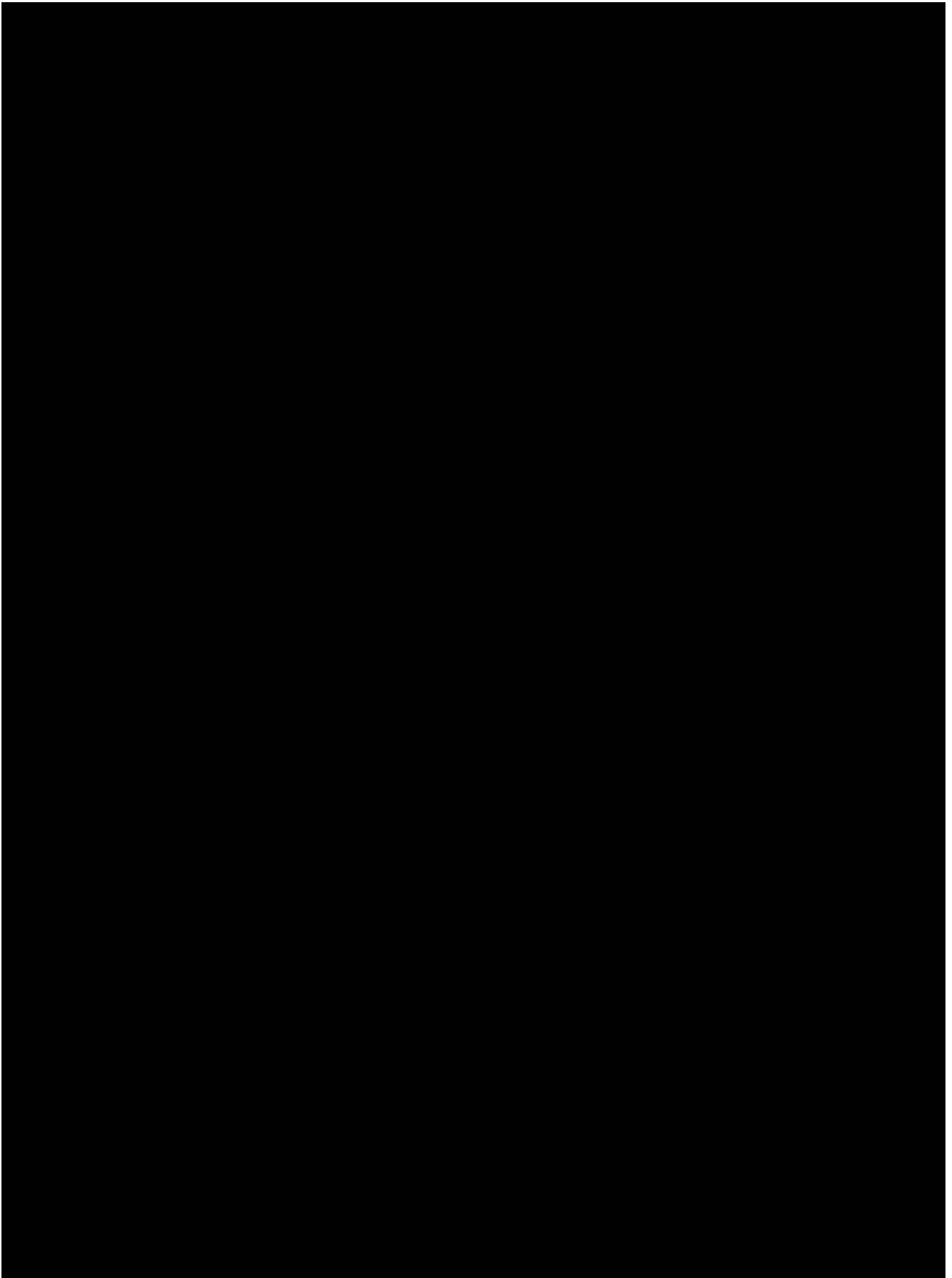
¹ Regional Processing Facilities (“RPFs”) and Return Sectional Center Facilities (“RSCFs”) are interchangeable. Any reference to a RSCF throughout the Contract and/or its Amendment, is considered the same as a RPF.

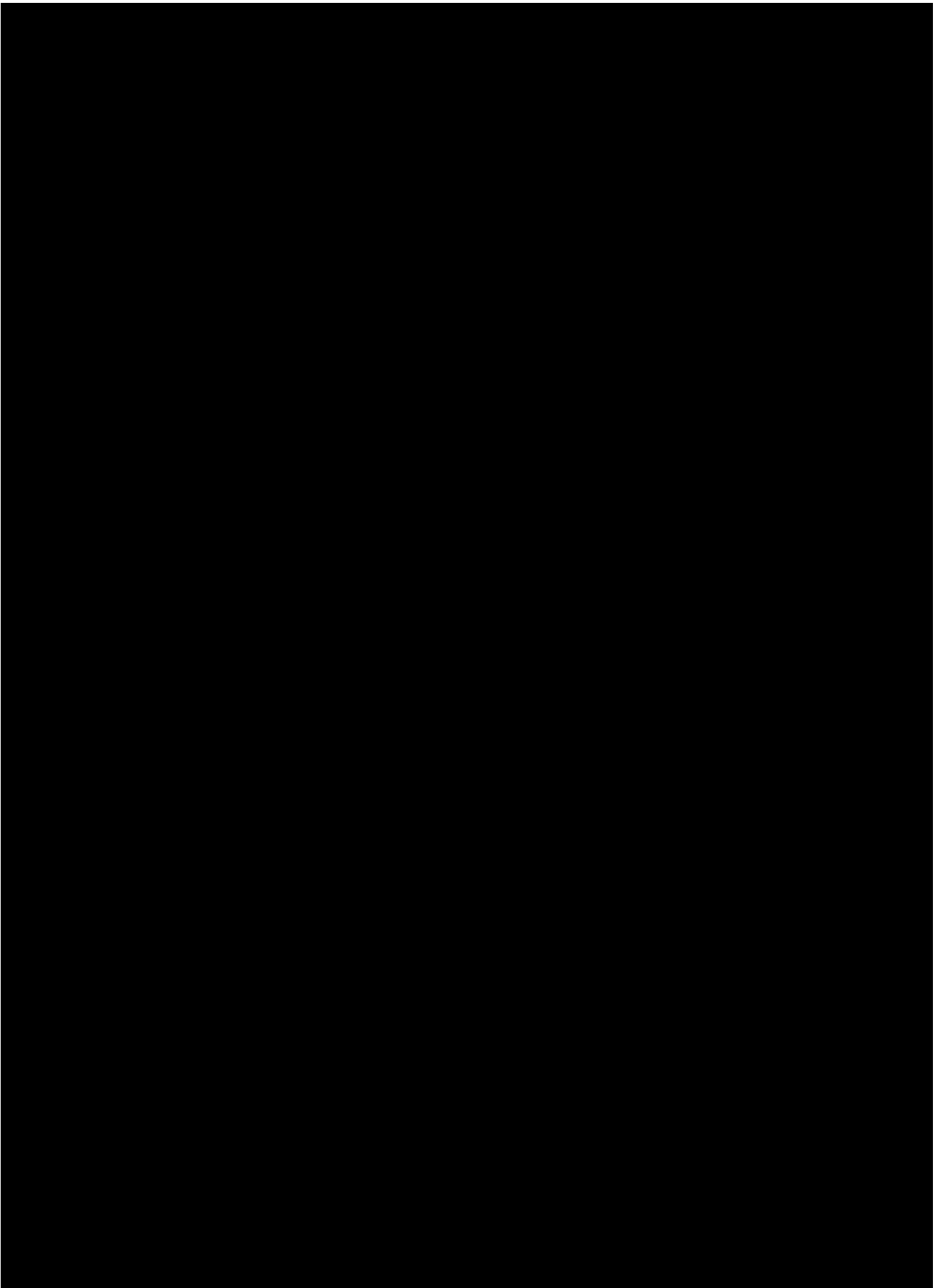


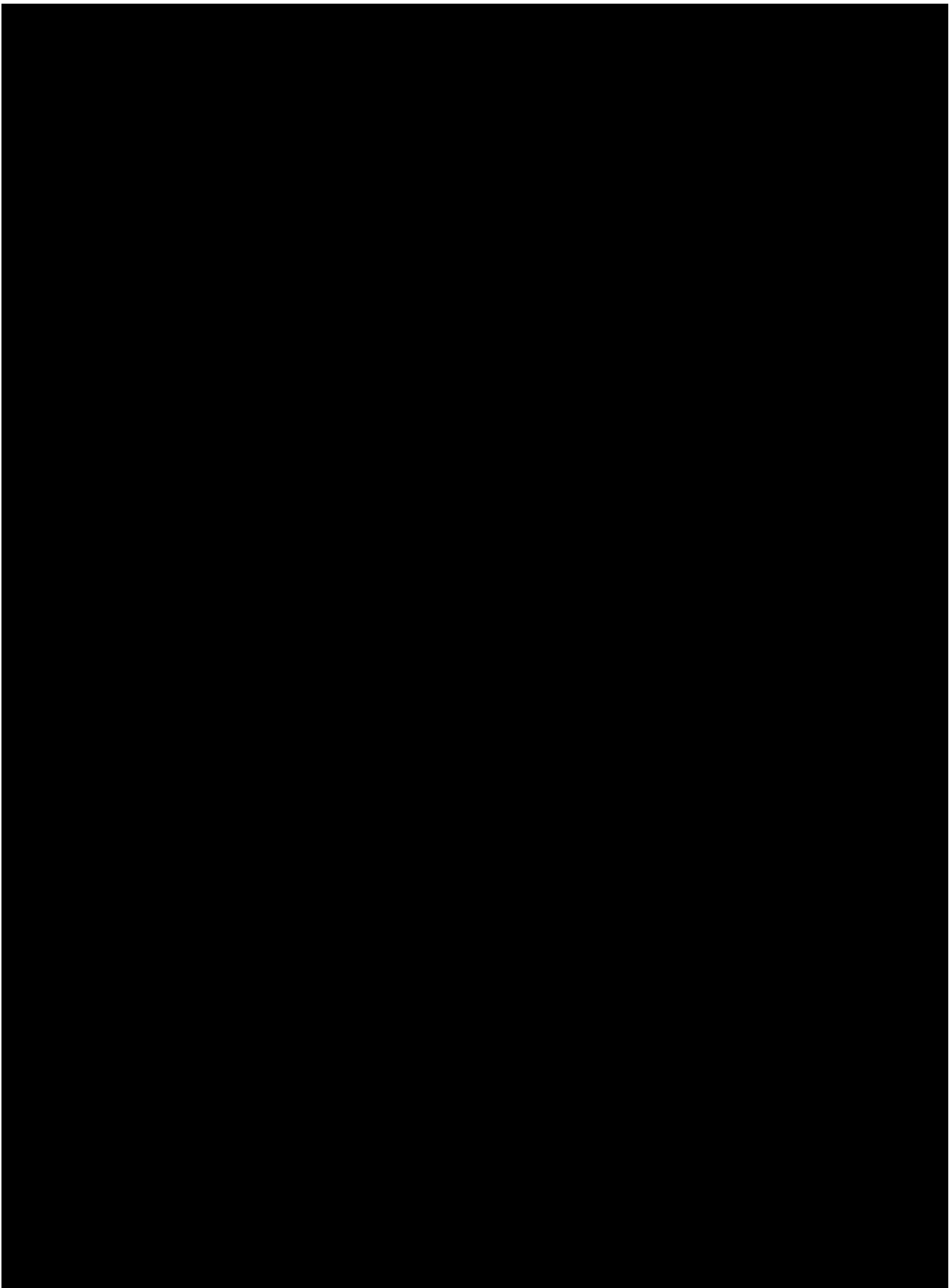
J. [Unchanged.]

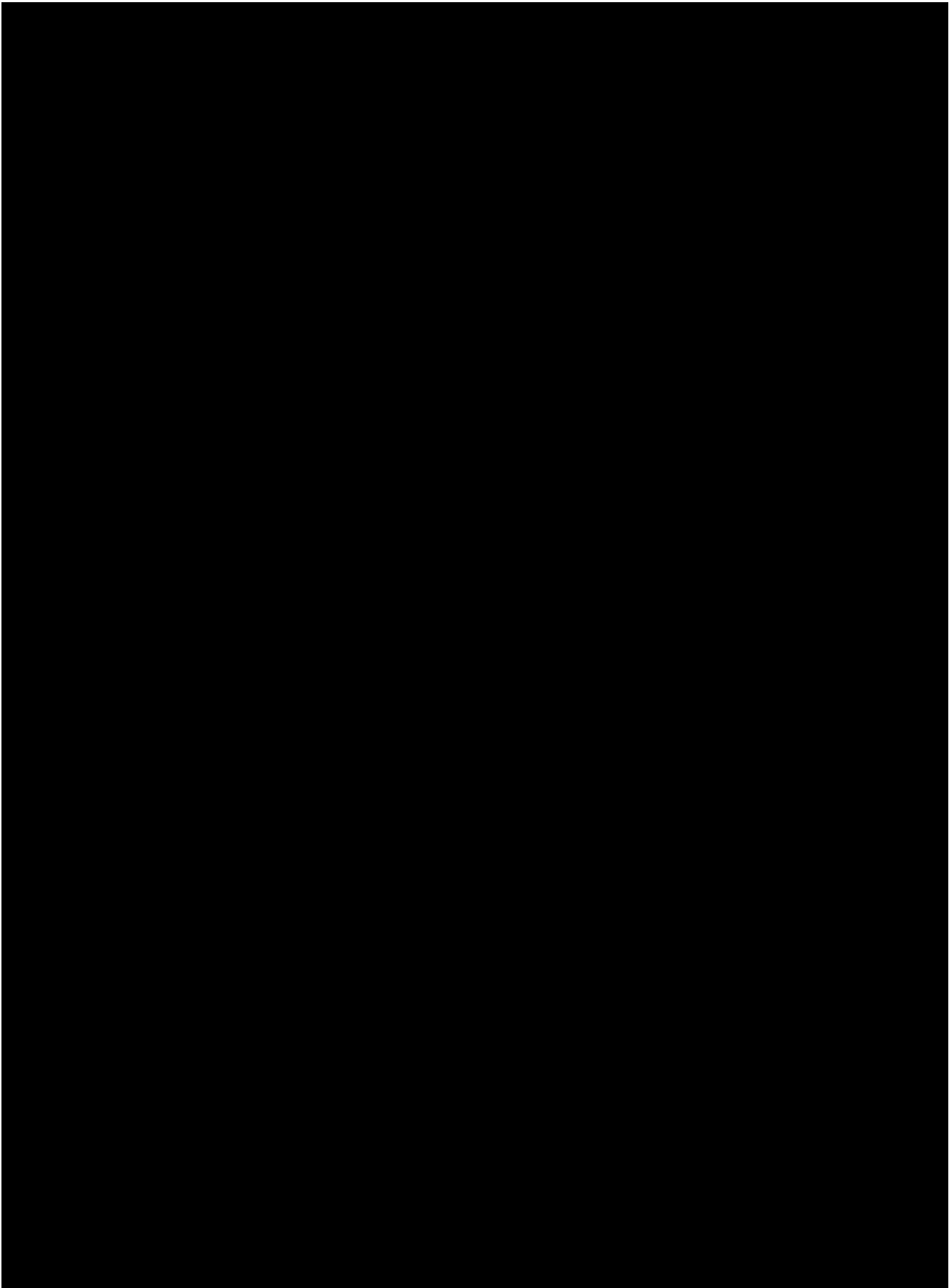


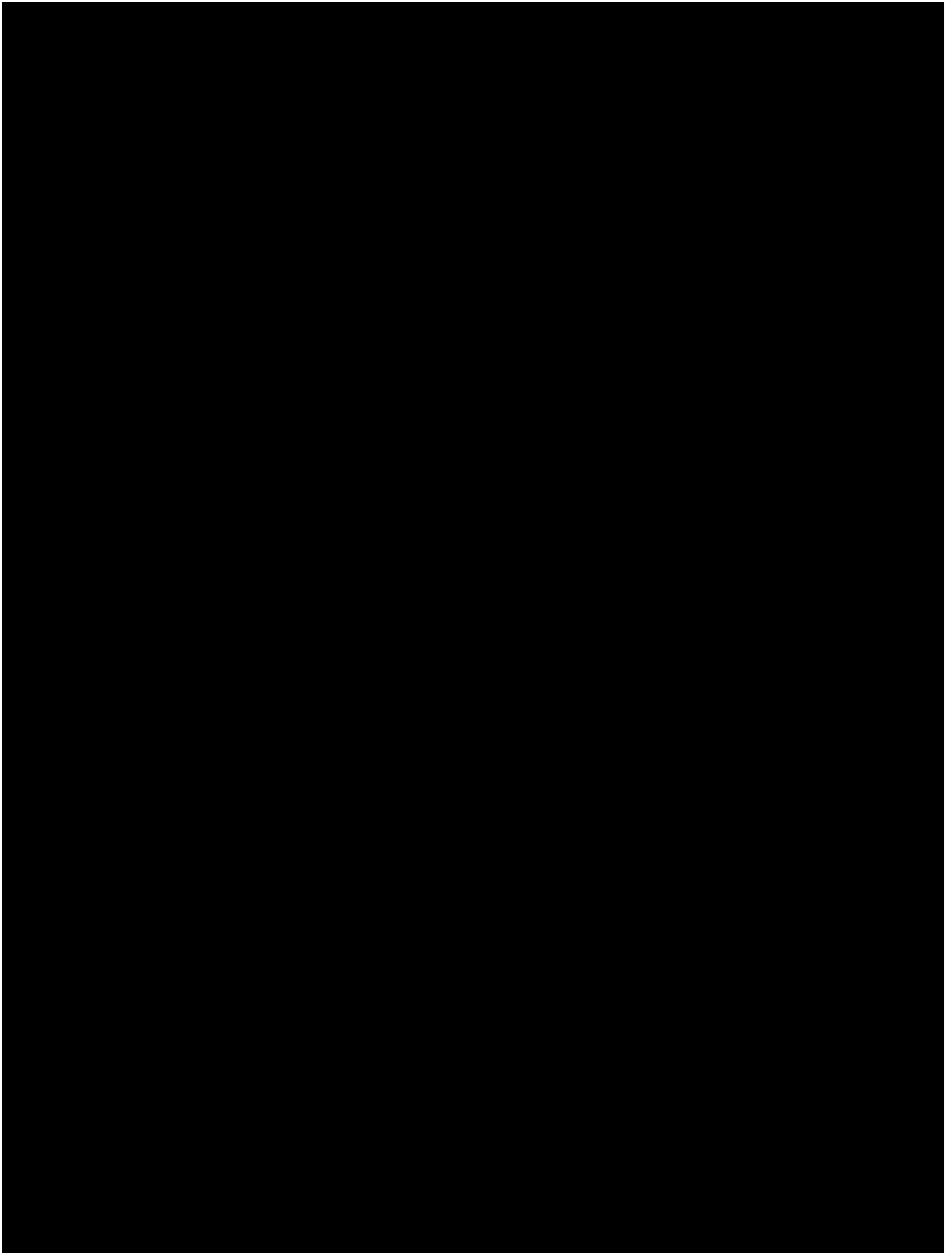


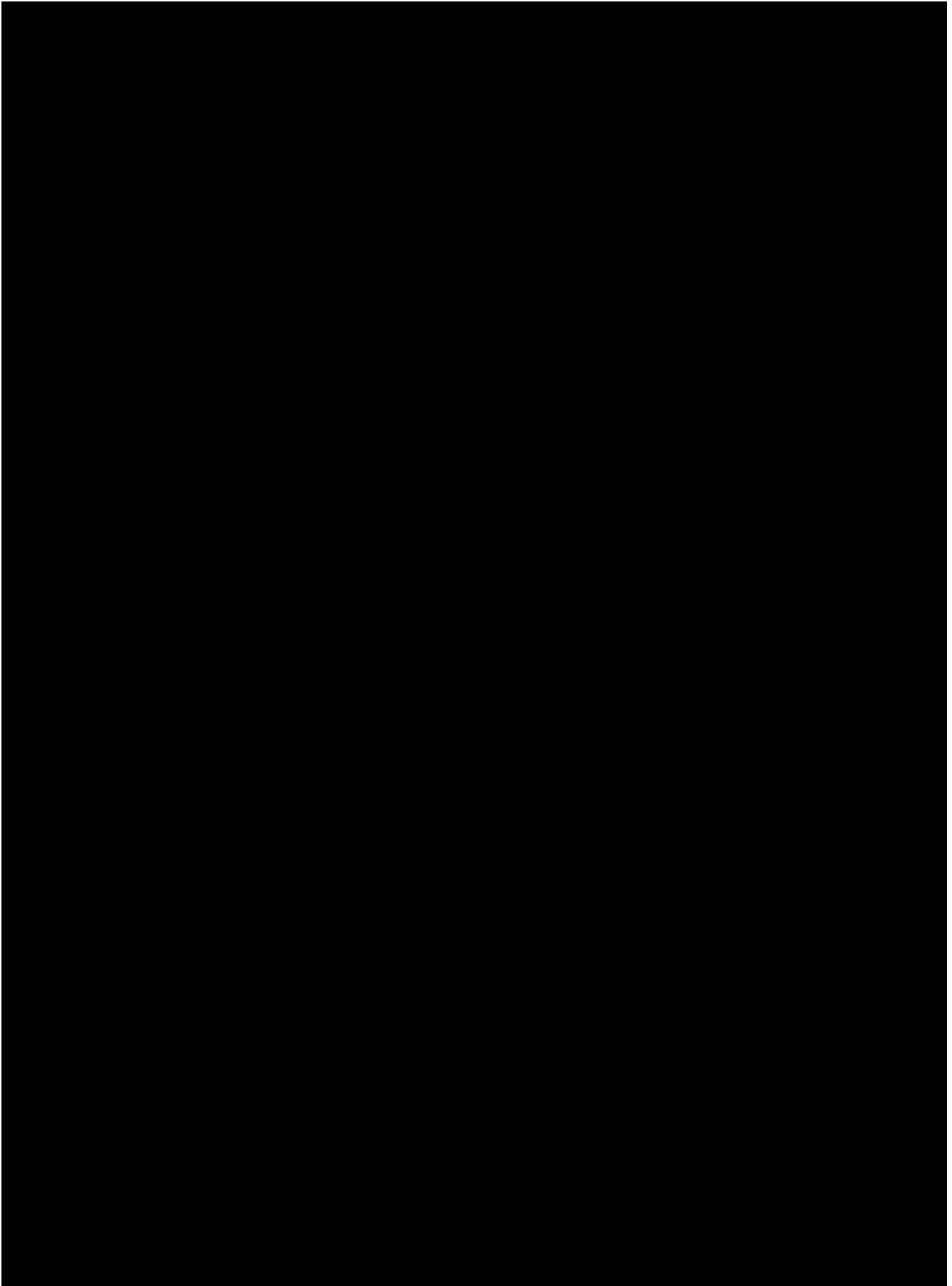


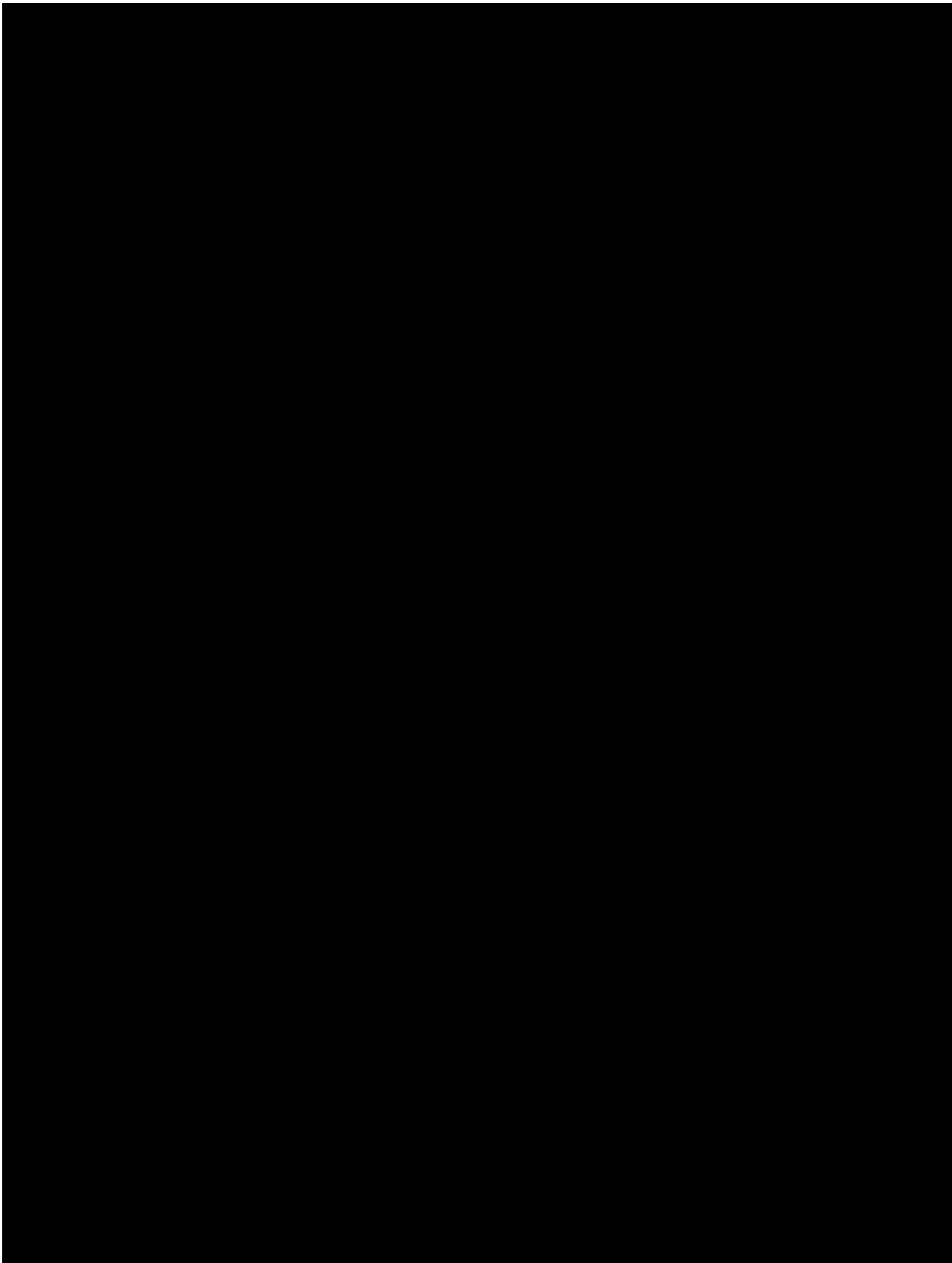












- L. Annual Adjustment. Contract Pricing in subsequent years will be adjusted April 1st of each Contract Year. The previous Contract Year's prices will be increased by [REDACTED]. Contract Package prices for subsequent Contract Years will be calculated by the Postal Service, rounded to the nearest whole cent using traditional rounding.

III. Expiration Date and Termination

This Contract shall expire May 19, 2023, unless (1) terminated by either Party with thirty (30) calendar days' notice to the other Party in writing, (2) renewed or extended for two (2) years by mutual agreement in writing, (3) superseded by a subsequent written contract between the Parties, (4) ordered by the Commission or a court, or (5) required to comply with subsequently enacted legislation.

If, at the conclusion of this Contract term, both Parties agree that preparation of a successor SSC is active, the SSC will be extended for up to two (2) ninety (90) calendar day periods with official notification to the Commission at least seven (7) calendar days prior to the Contract's expiration date. Upon both Parties agreement of the extension, the escalation clause will be implemented in Section I.J, throughout the extension period.

V. Appeals

Customer may appeal a Postal Service decision regarding the calculation of prices, the amount of postage paid, or other implementation or operational issues under this Contract by submitting a written appeal via email, along with any and all supporting documentation, within thirty (30) calendar days of receipt of notification of the determination giving rise to the appeal to [REDACTED]. The appeal is forwarded to the Pricing and Classification Service Center (PCSC). The PCSC manager issues the final agency decision. Any decision that is not appealed as prescribed becomes the final agency decision.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

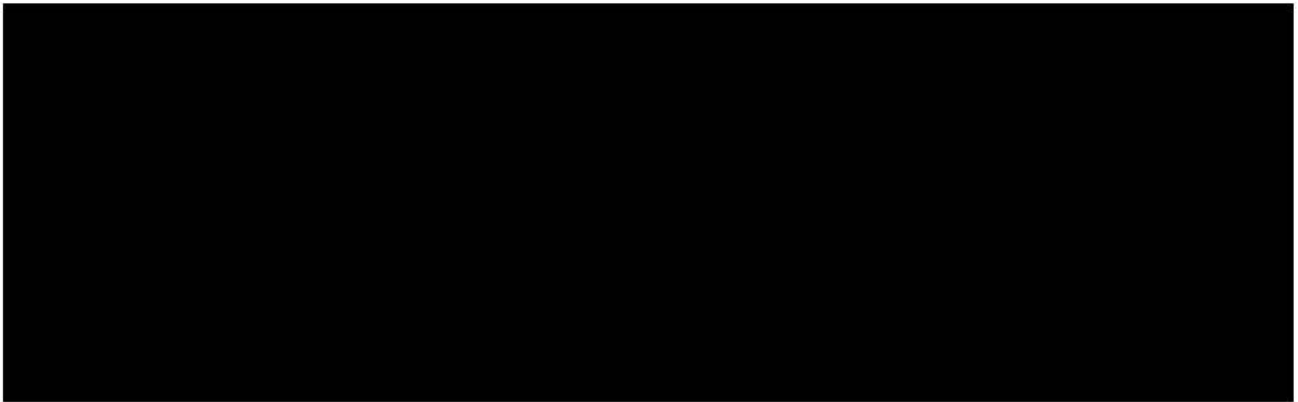
UNITED STATES POSTAL SERVICE

Signed by: Shibani Gambhir

Printed Name: Shibani Gambhir

Title: Vice President Business Development

Date: 12/23/2022



ATTACHMENT B
SIGNED CERTIFICATION

**Certification of Prices for Amendment to
Parcel Return Service Contract 18**

I, Jorge A. Diaz, Manager, NSA Strategy & Support, Finance Department, am familiar with the prices and terms for the amendment to Parcel Return Service Contract 18. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on the Establishment of Prices and Classifications for Domestic Competitive Agreements, Outbound International Competitive Agreements, Inbound International Competitive Agreements, and Other Non-Published Competitive Rates (Governors' Decision No. 19-1).

I hereby certify, based on the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

Jorge A Diaz Digitally signed by Jorge A Diaz
Date: 2022.12.23 14:13:49
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Jorge A. Diaz